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STATE OF NORTH DAKOTA

COUNTY OF WILLIAMS

NORTHWEST JUDICIAL DISTRICT

The Bluffs of Williston, LLC,

Plaintiff,

vs.

Auto-Owners Insurance Company,

Defendant.

Case No. _____

COMPLAINT

JURY TRIAL DEMANDED

Plaintiff The Bluffs of Williston, LLC for its Complaint against Defendant Auto-Owners Insurance Company alleges as follows:

1. Plaintiff The Bluffs of Williston, LLC is a Minnesota limited liability company with its principal place of business in Plymouth, Minnesota.
2. Defendant Auto-Owners Insurance Company is an insurance company authorized to do business in the state of North Dakota with its principal place of business in Michigan.
3. Plaintiff owns an apartment complex consisting of two buildings at 3009 31st Ave. West in Williston, North Dakota (the "Complex").
4. Venue and jurisdiction are appropriate in this district because the Complex is situated in Williams County, North Dakota.

5. The amount in controversy in this cause of action exceeds the minimum jurisdictional amount for this court.

6. At all material times, Defendant insured Plaintiff through policy number 194608-08413010-23. That policy included property insurance coverage.

7. On June 11, 2021, a storm damaged Plaintiff's apartment building. The building was covered under Plaintiff's aforesaid insurance policy with Defendant.

8. Plaintiff made a timely property damage claim under the aforesaid coverage related to the damage to its roof of the apartment building. Defendant offered a payment amount that was less than the proper value of Plaintiff's claim.

9. On May 9, 2024, the umpire inspected the property subject to the property insurance coverage.

10. On May 20, 2024, after an umpire inspected the damage to the building, the parties through each of their representative appraisers approved the umpire's final appraisal award.

11. The umpire awarded a loss replacement cost of \$1,919,750.83 and an actual cash value as \$1,710,003.72 for all damage associated with the insured property under policy number 194608-08413010-23. A true and correct copy of the appraisal award and addendum are attached to this complaint as Exhibit 1.

COUNT ONE

BREACH OF INSURANCE CONTRACT

12. Plaintiff realleges and incorporates by reference paragraphs 1-11 of this Complaint as if fully set forth herein.

13. Plaintiff paid the premiums that were due.

14. Because of a storm on June 11, 2021, Plaintiff had losses covered under the aforesaid policy provisions.

15. Plaintiff gave Defendant timely proof of the loss in accordance with the provisions of Plaintiff's coverage with Defendant.

16. Defendant offered less than the proper claim amount for Plaintiff's property damage claim.

17. Defendant's actions constituted a breach of policy number 194608-08413010-23.

18. Plaintiff has suffered injuries and damages as a proximate result of Defendant's breaches of policy number 194608-08413010-23.

19. Due to Defendant's breach of the insurance contract, Plaintiff is entitled to damages in an amount to be proven at trial.

COUNT TWO

FIRST PARTY INSURANCE BAD FAITH

20. Plaintiff realleges and incorporates by reference paragraphs 1-19 of this Complaint as if fully set forth herein.

21. Defendant offered Plaintiff less than the proper claim amount for Plaintiff's property damage claim.

22. Defendant had no reasonable basis for its claim decisions.

23. Defendant knew or had reason to know that it had no reasonable basis for its claim decisions.

24. Plaintiff has suffered injuries and damages as a proximate result of Defendant's claims decisions.

25. Defendant willfully or recklessly disregarded Plaintiff's coverage under the aforesaid policy.

26. Due to Defendant's first party insurance bad faith, Plaintiff is entitled to damages in an amount to be proven at trial.

COUNT THREE

CONFIRMATION OF APPRAISAL AWARD

27. Plaintiff realleges and incorporates by reference paragraphs 1-26 of this Complaint as if fully set forth herein.

28. In accordance with policy number 194608-08413010-23, each party retained an appraiser to appraise the damage to the property covered under the property insurance policy.

29. Due to the appraisers' differing of opinions, the parties retained a neutral umpire to appraise the damage to the property.

30. On May 9, 2024, with both representative appraisers present, the umpire inspected the property.

31. A copy of appraisal award and addendum, which illustrates the method of calculation in which the umpire formed his conclusion, is attached to and incorporated into this Complaint as Exhibit 1.

32. In accordance with the property insurance policy number 194608-08413010-23, on May 20, 2024, the umpire's appraisal award became binding on both parties following the representatives' and the umpire's signature.

33. Plaintiff asks for judgment confirming the award, wherein the Court finds the appraisal award and the umpire's method of calculation and analysis/conclusion as proper and binding.

JURY DEMAND

Plaintiff demands a trial by jury of all of the issues in the above cause of action.

WHEREFORE, Plaintiff respectfully requests that judgment be entered in its favor and against Defendant as follows: (a) awarding Plaintiff damages in the amount to be

proven at trial; (b) awarding Plaintiff costs and disbursements herein, including pre- and post-judgment interest; (c) confirmation of appraisal award; and (d) granting such other and further relief as is just and equitable.

Dated: June 4, 2024

/s/ Abigale R. Griffin

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Dated: June 4, 2024.

/s/ Brandon R. Underwood

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STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF WILLIAMS

NORTHWEST JUDICIAL DISTRICT

The Bluffs of Williston, LLC,

Case No. _____

Plaintiff,

vs.

Auto-Owners Insurance Company,

SUMMONS

Defendant.

The State of North Dakota to the Above Named Defendant:

1. **You are hereby summoned** and required to appear and defend against the Complaint in this action by serving upon the undersigned an Answer or other proper response within twenty-one (21) days after the service of this Summons and Complaint upon you, exclusive of the day of service. A copy of the Complaint is served upon you with this Summons.
2. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

Dated: June 4, 2024

/s/ Abigale R. Griffin

Abigale R. Griffin (ND#09044)

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